

Probation c 4-00
Agreement

Camden County, New Jersey

A G R E E M E N T

THIS AGREEMENT made this 31 day of July, 1971
by and between the Judges of the County Court of Camden County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the Teamsters Union, Local 102, (hereinafter referred to as the "Union"). The parties to this Agreement agree to abide by all applicable laws and rules that have the force and effect of law, that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex or national origin.

1. The Judges hereby recognize the Union pursuant to Laws 1968, Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Camden County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to N.J.S. 2A:168-5, 7 and 8.
2. Effective January 1, 1971, the salary schedule for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N.J.S. 2A:168-8, will be modified as follows: All present Probation Officers and Senior Probation Officers shall receive an increase in salary of four (4%) per cent of the salary level in effect as of January 1, 1971, it being understood and agreed that the said salary level shall have included within it the increment granted on or about December 19, 1970.

The salary range for Probation Officer shall be \$7737.00 to \$10,833.00. Within this range there will be eight (8) annual steps at increments of \$387.00. The salary range for Senior Probation Officer shall be \$8,530.00 to \$11,946.00. Within this range there will be eight (8) annual steps at increments of \$427.00.

3. Inasmuch as the parties are agreed that the granting of educational salary awards is desirable and conducive to the progressive improvement of the Probation Department, effective June 1, 1971 all Probation Officers and Senior Probation Officers who have, or who shall hereafter obtain, a Master's Degree from an accredited college or university with a major in anthropology, sociology, criminology, criminal justice, psychology, social studies, social work, or public administration shall receive in addition to their base salary the sum of three hundred dollars (\$300.00) per year pro-rated where applicable from the date of conferral of the Degree upon submission of satisfactory evidence of such attainment to the Chief Probation Officer. Effective June 1, 1971 all Probation Officers and Senior Probation Officers who have or who shall hereafter obtain a Doctoral Degree in the above enumerated fields of study shall receive in addition to their base salary the sum of six hundred dollars (\$600.00) per year pro-rated where applicable from the date of conferral of the Degree, to be promulgated by order of the said Judges, pursuant to N.J.S. 2A:168-8.

4. The minimum starting salary for Probation Officers shall be \$7737.00 per year. All officers will be paid in accordance with the provisions of paragraph #3.

5. Effective January 1, 1972, the salary schedule for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N.J.S. 2A:168-8, will be modified as follows: All present Probation Officers and Senior Probation Officers shall receive an increase in salary of four (4%) per cent of the salary level in effect as of January 1, 1972, it being understood and agreed that the said salary level shall have included within it the increment granted on or about December 19, 1971.

6. All Probation Officers and Senior Probation Officers covered by this agreement shall receive retroactive payment of any salary increment of any additional salary increase which shall become due hereunder to January 1st of each year of this agreement. All retroactive payments will be made according to the established county policy for making retroactive payments.

7. Probation Officers may reside anywhere in the state of New Jersey, as long as such residence is within a reasonable distance of the location of the probation department.

8. It is agreed that the Chief Probation Officer, as the representative of the Judges, and representatives of the Union shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

9. The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that adherence to such a practice does not disrupt the normal operations of the probation department.

10. Officers, who exhaust their accrued sick leave credits during any illness, may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, provided the Chief Probation Officer or his designated representative

is promptly notified of the desire of the officer to substitute such credits as described herein.

11. Time off with pay shall be provided for official representatives of the Union, not to exceed two employees, for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, is otherwise reasonable and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

12. The Union shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Union stewards for the purpose of handling grievances. One officer shall be the primary representative, with the second officer to act as assistant and/or substitute representative. The Stewards may call upon other bona fide representatives of the Union, who are not employees of the probation department for assistance, if unable to resolve the problem on their own.

13. Leave with pay shall continue to be provided for probation officers to participate in approved in-service training courses.

14. When officers are required to remain on duty beyond the hours when the courts and the probation office are closed, the Chief Probation Officer is authorized to provide compensatory time off of an equivalent amount for those officers so affected. Such leave shall be granted when it will least affect the operations of the courts and the probation department.

15. Not less than fifteen (15) additional parking spaces shall be provided, which parking spaces shall be assigned only to field Probation Officers.

16. All Probation Officers and Senior Probation Officers covered by this agreement shall receive twelve (12¢) cents per mile for the use of their automobiles in the course of performance of their duties. Such allowance shall cover and each officer shall be required to effect, the purchase of automobile liability insurance coverage in the following minimum amounts: Bodily injury \$25,000.00 each person, \$50,000.00 each occurrence; property damage \$10,000.00 each occurrence. Reimbursement for such use of the officers auto shall be made by itemized monthly voucher, pursuant to N.J.S.2A:168-8 and in adherence to county procedure for processing and payment of such expenses.

17. No Probation Officer or Senior Probation Officer shall be required to transport probationers or other defendants in their own automobiles.

18. A complaint or grievance of any Probation Officer or Senior Probation Officer related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1.

The complaint or grievance shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time -- three working days, if possible. At this level a complaint or grievance need not be in writing;

Step 2.

If the complaint or grievance cannot be resolved in step 1, then it shall be taken next to the supervisor in charge of the division, who shall make an effort to resolve the problem within a reasonable period of time - three (3) working days, if possible. At this level, also, a complaint or grievance need not be in writing;

Step 3.

If the complaint or grievance cannot be resolved in step 1 or Step 2, the employee shall put it in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter;

Step 4.

An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges or their designated representative for a final determination with reasonable promptness.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission, under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step 3, before an appeal is taken to the County Court Judges. In using the grievance procedure established herewith, an employee is entitled at each Step to be represented by an attorney of his own choosing or by a bone fide member(s)

of the Union designated to represent him pursuant to this agreement.

19. All Probation Officers and Senior Probation Officers who are required to remain on duty to accept reports through the supper hour shall receive a meal allowance of three (\$3.00) dollars for each such duty assignment, effective on the date of execution of this agreement.

20. The provisions of this agreement shall remain in effect until December 31, 1972, and by mutual concurrence of both parties, they may be continued for an additional calendar year. A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to the anniversary date. Should any provision be found in violation of any law or of any rule having the force and effect of law, all other provisions shall remain in effect for the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 31 day of July, 1971.

FOR THE JUDGES:

John B. Bidwell
William Rose
John Gleeson
William E. Taylor

FOR THE UNION:

Anthony Pizutelli, President
ANTHONY PIZUTELLI
John K. Wilson
William H. Wilson
Nicholas Caruana